

# EXHIBIT

# 8

5/07/04

**CUNY-BARUCH COLLEGE**  
**Site "B"- Post Occupancy Services**  
**Contract No. 51046**

**AMENDMENT NO. 30**

A Contract having been made as of the 14<sup>th</sup> day of September 1995, amended by Amendment No. 1 dated March 26, 1996, Amendment No. 2 dated February 3, 1997, Amendment No. 3 dated April 11, 1997, Amendment No. 4 dated April 11, 1997, Amendment No. 5 dated February 10, 1998, Amendment No. 6 combined with Amendment No. 5, Amendment No. 7 dated November 19, 1998, Amendment No. 8, Amendment No. 9, Amendment No. 10 dated February 12, 1999, Amendment No. 11 dated March 9, 1999, Amendment No. 12 dated March 9, 1999, Amendment No. 13 which is a \$0.00 DA System Change, Amendment No. 14 dated July 19, 1999, Amendment No. 15 dated July 19, 1999, Amendment No. 16 dated October 28, 1999, Amendment No. 17 dated May 8, 2000, (Amendment No. 18 not used), Amendment No. 19, Amendment No. 20, Amendment No. 21, Amendment No. 22, all dated December 1, 2000, Amendment No. 23 dated June 6, 2001, Amendment No. 24 dated August 3, 2001, Amendment No. 25 dated October 18, 2001, Amendment No. 26 dated February 1, 2002, Amendment No. 27 dated April 3, 2002, Amendment No. 28 dated January 8, 2003 and Amendment No. 29 dated June 24, 2003, by and between the **DORMITORY AUTHORITY - State of New York**, having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 therein and hereinafter referred to as the OWNER, and **KOHN PEDERSEN FOX ASSOCIATES, P.C.**, whose office is located at 111 West 57th Street, New York, New York 10019, therein and hereinafter referred to as the ARCHITECT; and

**WHEREAS**, the OWNER has requested the ARCHITECT to Provide Additional Services for the Design and Construction Services for the Canopy and Façade Treatment as described herein for the Project; and

**WHEREAS**, the OWNER and the ARCHITECT have agreed upon an amount of compensation and a revised Time of Completion for the Additional Services; and

**NOW, THEREFORE**, the OWNER and the ARCHITECT agree that said Contract is hereby amended as follows:

1. **ARTICLE I: ARCHITECT'S SERVICES, APPENDIX "A", SCOPE OF SERVICES OF ARCHITECT - II. Additional Services**, is hereby amended to include the following services:

**Baruch College - Site "B"**

The ARCHITECT shall provide:

Additional Services of the ARCHITECT for the Design and Construction Administration for the Canopy and Façade Treatment at Baruch College, Site "B" for the implementation of snow and ice remediation as follows:

- Detailed design of a system to reduce the potential for snow and ice to fall from building
- Follow guidelines outlined in RWDI report June 23, 2003

- Review design drawings to determine if they satisfy the intent of the recommendations from the original study
- RWDI to provide written comments and marked up drawings
- Two sets of drawing review, one for the preliminary design and one for a secondary follow-up
- RWDI to review photos taken of the building before and after installation of the snow retention measures and comment on how they perform
- Sub-consultant to provide specification of heat tracing and ice anchors
- Schematic options for canopies/facade treatment with budget cost
- Provide design services, construction documents and construction administration, including site visits

2. **ARTICLE V: PROVISION FOR PAYMENT, MAXIMUM AMOUNT PAYABLE**, is amended by this Amendment (No. 30) to increase the total amount of this Contract by the Not to Exceed Amount of \$123,358.00, and shall read as follows:

**MAXIMUM AMOUNT PAYABLE**

The OWNER shall pay, and the ARCHITECT agrees to accept, as full compensation for all Services pursuant to this Amendment, the Not to Exceed amount of Seventeen Million, Five Hundred Twenty-eight Thousand, Five Hundred Thirty and 00/100 Dollars (\$17,528,530.00). Appendix "B," entitled **SUMMARY OF PAYMENTS**, is attached to and made a part hereof. Payments shall be made in accordance with the following Schedule:

Baruch College, Site "B"	\$16,778,394 NTE
School of Public Affairs	750,136 NTE

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, **PROFESSIONAL SERVICES CONTRACT PAYMENT REQUISITION**, with accompanying backup. Only said form shall be used for reimbursement of Services.

A. **ARCHITECT'S SERVICES**

2. **Additional Services**

The OWNER shall pay, and the ARCHITECT agrees to accept, as compensation for all Additional Services pursuant to this Amendment, the Not to Exceed amount of Five Million, Seven Hundred Twenty-one Thousand, Eight Hundred Two and 00/100 Dollars (\$5,721,802.00). Payments shall be made in accordance with the following Schedule:

Baruch College, Site "B"	\$ 5,028,701 NTE
School of Public Affairs	693,101 LS

Payments for Additional Services pursuant to this Amendment No. 30 shall be paid in accordance with the following schedule:

**Amendment No. 30**

<b><u>Baruch College – Site “B”</u></b>	<b>\$ 121,358 NTE</b>
Pre Schematic	\$ 6,068 LS
Schematic	12,136 LS
Design Development	24,272 LS
Construction Documents	46,116 LS
Bid	6,068 LS
Construction Administration	26,698 NTE

**B. REIMBURSABLES**

Payment for approved Reimbursables pursuant to Article VI. Shall be made monthly on the basis of invoices submitted by the ARCHITECT and approved by the OWNER. Total reimbursement for said Reimbursables shall Not Exceed Six Hundred Six Thousand, Seven Hundred Twenty-eight and 00/100 Dollars (\$606,728.00). Payment for reimbursables added pursuant to this Amendment (No.30) shall be made in accordance with the following Schedule:

**Amendment No. 30**

<b><u>Baruch College –Site “B”</u></b>	<b>\$ 2,000 NTE</b>
Miscellaneous Reimbursables	\$ 2,000 NTE

3. **ARTICLE XIV: TIME OF COMPLETION** is amended to revise the Time of Completion from December 31, 2000 to December 30, 2004 and shall read:

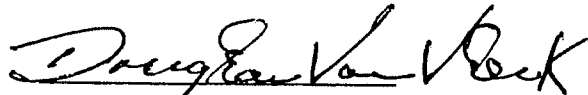
The ARCHITECT shall complete all services on or before December 30, 2004.

It is further agreed that all other terms and conditions of this Contract, as amended, shall remain in full force and effect.

RAD/ah

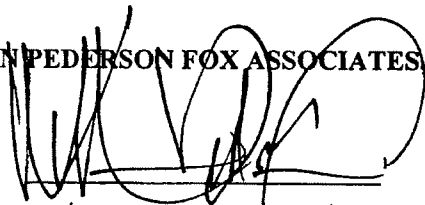
In WITNESS WHEREOF, the Owner has executed this Amendment on the 12<sup>th</sup> day of June, 2004.

Dormitory Authority  
515 Broadway  
Albany, NY 12207-2964

By:   
Title: Managing Director of Construction  
Date: 6/17/04

In WITNESS WHEREOF, the ARCHITECT has caused this Amendment to be signed by its duly authorized officer on the 11 day of June, 2004.

KOHN PEDERSON FOX ASSOCIATES, P. C.

By:   
Title: Vice-President  
Date: 6/11/04

<sup>1</sup> If a corporation, signer must be President, Vice-President or other authorized officer.  
If a Limited Liability Company (LLC), signer must be a member or manager.  
If a Limited Liability Partnership (LLP), signer must be a partner.  
If a Limited Partnership, signer must be an authorized partner.  
If a general partnership, signer must be a partner.  
If a sole proprietorship, signer must be the owner.

**OWNER'S ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT OF DORMITORY AUTHORITY OFFICER EXECUTING CONTRACT**

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss:

On the 17<sup>th</sup> day of June in the year 2004, before me personally came DOUGLAS M. VAN VLECK, to me known, who, being by me duly sworn, did depose and say that he resides at 28 Furry Road, Wynantskill, NY, 12198; that he is the Managing Director, Construction of the Dormitory Authority, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of said corporation.

PEARL ELLEN ROCK  
Notary Public, State of New York  
No. 01RO5022790  
Qualified in Albany County  
Commission Expires Jan 18, 2006

Pearl Ellen Rock  
Notary Public

ARCHITECT'S ACKNOWLEDGEMENT FORM

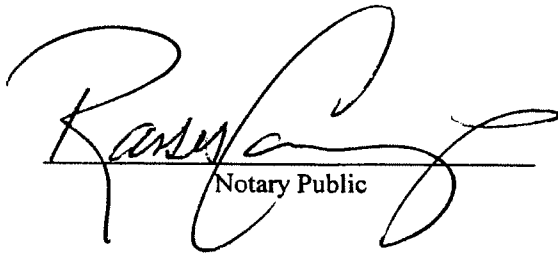
ACKNOWLEDGEMENT OF ARCHITECT EXECUTING CONTRACT, IF A CORPORATION

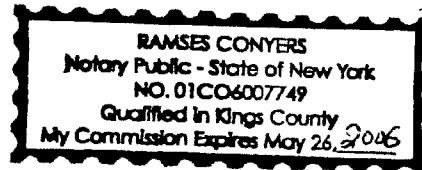
STATE OF New York )

COUNTY OF New York )

ss. :

On the 11 day of June in the year 2004, before me personally came William Pedersen, to me known, who, being by me duly sworn, did depose and say that he/~~she/they~~ reside(s) at 7 West 87<sup>th</sup> Street, New York, NY 10024 (include street and street number, if any); that he/~~she/they~~ is (~~are~~) the Vice-President of KPF, the corporation described in and which executed the foregoing instrument; and that he/~~she/they~~ signed his/~~her/their~~ name(~~s~~) thereto by authority of the Board of Directors of said corporation.

  
Notary Public



ACKNOWLEDGEMENT OF ARCHITECT EXECUTING CONTRACT, IF A PARTNERSHIP,  
LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss. :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## APPENDIX "B"

## SUMMARY OF PAYMENTS

MAXIMUM AMOUNT PAYABLE

\$17,528,530 NTE

**A. ARCHITECT'S SERVICES****1. Original Scope of Services****\$11,200,000 LS**

Programming	\$ 336,000 LS
Pre-schematics	616,000 LS
Schematic	1,288,000 LS
Design Development	2,464,000 LS
Construction Documents	3,920,000 LS
Bidding	112,000 LS
Construction	2,240,000 LS
Post Construction Deliverables	224,000 LS

**2. ADDITIONAL SERVICES****\$ 5,721,802 NTE****Amendment No. 1****\$ 165,705 LS**

Kohn Pedersen Fox	\$ 20,359 LS
Castro-Blanco, Piscione	54,155 LS
Vollmer Associates	47,934 LS
Federman Design	21,112 LS
Testwell Craig	22,145 LS

**Amendment No. 2****\$ 547,130 LS****School of Public Affairs**

Schematic Design	\$ 69,718 LS
Design Development	93,231 LS
Construction Documents	187,096 LS
Bidding and Award	22,651 LS
Construction Administration	82,824 LS
Elevator Design	12,100 LS
Expediter Service	16,500 LS

**17 Lexington Avenue**

Feasibility Study	\$ 63,010 LS
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**Amendment No. 3****\$ 106,005 NTE****Historic Exhibition / Kaufman Stables**

Part 1 - Demolition	\$ 34,313 NTE
Part 2 - Design	42,458 NTE
Part 3 - Bidding / Const. Admin.	21,734 NTE
CONSULTANT'S Administration	7,500 NTE

<b><u>Amendment No. 4</u></b>	<b>\$ 141,737 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
<b><u>Asbestos Abatement Services</u></b>	
Air Monitoring Services	\$ 74,503 LS
Air Sampling & Analysis	37,653 LS
<b><u>Soils Contamination Services</u></b>	
Field Labor	\$ 5,760 LS
Sampling & Analysis	20,610 LS
10% Consultant's Markup on Labor	3,211 LS
<b><u>Amendment No. 5</u></b>	<b>\$ 75,240 NTE</b>
<b><u>Baruch College, Site "B"</u></b>	
Labor Soil Contamination	\$ 20,583 NTE
Sampling & Analysis	37,710 NTE
Consultant Markup	1,200 NTE
(At rates previously established)	
<b><u>School of Public Affairs</u></b>	
Labor for Air Monitoring (Asbestos Abate)	\$ 10,572 NTE
Air Sampling & Analysis	5,175 NTE
(At rates previously established)	
<b><u>Amendment No. 7</u></b>	<b>\$ 331,981 LS</b>
<b><u>School of Public Affairs</u></b>	
Art Glass and Wall Installation	\$ 60,000 LS
Payment to Non-Selected Artists	4,000 LS
ARCHITECT'S Admin. Fee	6,000 LS
<b><u>Baruch College, Site "B"</u></b>	
<b><u>Signage</u></b>	
Signage Sub-Consultant	\$ 69,000 LS
ARCHITECT'S Admin. Fee	15,315 LS
<b><u>Security System</u></b>	
Security Sub-Consultant	153,000 LS
ARCHITECT'S Admin. Fee	24,666 LS
<b><u>Amendment No. 8</u></b>	<b>\$ 434,585 LS</b>
<b><u>KPF</u></b>	<b>\$ 60,585 LS</b>
Cosentini Associates	281,000 LS
Cosentini Constr. Admin.	93,000 LS
<b><u>Amendment No. 9</u></b>	<b>\$ 221,084 NTE</b>
<b><u>KPF</u></b>	
Schematics	\$ 4,784 LS
Design Development	5,938 LS
Construction Documents	20,803 LS
Bid Phase	1,154 LS
Construction Services	10,055 LS

Shen Milson & Wilke

1. Additional Spaces/Capabilities (includes deleted video & viewing studio credit of \$17,500)	\$ 74,000 LS
2. Program Development	19,000 LS
3. Smart Podium	12,000 LS
4. Video over the Internet	12,000 LS
5. On-site Supervision (Sr. Assoc. @ \$43/hr X 2.5 X 1,210 hrs)	51,850 NTE
6. Altered Backgrounds	5,000 LS
7. Telecommunications Coordination	4,500 LS

Amendment No. 10

\$ 55,508 NTE

KPF

Pool Work	\$ 4,357 LS
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Cosentini Associates LLP

Pool Work Coordination	1,851 LS
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Counsilman/Hunsacker & Associates

Construction Documents	32,045 LS
Bid Phase	3,451 LS
Construction Administration	13,804 NTE
Principal & Sr. Assoc.	\$95/hr
Sr. Associates	\$34/hr *
Associates	\$26/hr *
Engineer	\$30/hr *
Architectural Technician	\$18/hr *
* subject to a 2.5 Multiplier)	

Amendment No. 11

\$ 757,343 LS

B. Accelerated Schedule - Additional Staffing & Bid Packages	\$ 409,212 LS
C. Co-op Studies/Redesign	290,000 LS
D. CUNY Trustees Presentation	58,131 LS

Amendment No. 12

\$ 104,992 LS

Pedestrian Crossing & Utility Tunnel

Pedestrian Crossing	\$ 33,847 LS
Utility Tunnel	71,145 LS

Amendment No. 13 - System Change

\$ 0 LS

Amendment No. 14

\$ 534,407 LS

Accelerated Schedule

KPF	\$ 297,881 LS
Castro-Blanco, Piscioneri	190,248 LS
Cosentini	46,278 LS

Amendment No. 15

\$ 267,750 LS

Various Program ChangesProgram Modifications (1063-06)

KPF	\$ 65,814 LS
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Gym Modifications (1063-10)

KPF	\$ 30,205 LS
Cosentini	17,415 LS
Weidlinger	50,000 LS
AMIS	1,952 LS

Space Planning Modifications 1063-13)

KPF	\$ 39,151 LS
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Hoist/Lift (1063-20)

KPF	\$ 9,049 LS
Weidlinger	13,358 LS
Van Duesen	7,290 LS

13<sup>th</sup> Floor Redesign (1063-25,41)

KPF	\$ 12,072 LS
Cosentini	21,444 LS

Amendment No. 16**\$ 10,795 LS**Demolition/Replacement of Sidewalk Slab  
at 26<sup>th</sup> Street**\$ 10,795 LS**Amendment No. 17**\$ 128,435 LS**Stuart Subotnick Financial Service Center  
and Trading Room

KPF	\$ 44,800 LS
AKF	26,195 LS
SMW	50,000 LS
AMI	7,440 LS

Amendment No. 19**\$ 125,863 LS**Program Changes

Food Service Scope Changes	\$ 7,192 LS
Change Pneumatic to DDC Devices	37,680 LS
Include Extended Maintenance Contracts	41,185 LS
Program Changes per Bulletin No. 34	19,787 LS
(Doors, Partitions, Ceilings, Lighting Fixtures, Room Finishes, Furniture & Electrical Layouts)	20,019 LS

Amendment No. 20**\$ 72,486 LS**Baruch College, Site "B"-Program Changes

Item 1 – Interior Atrium Window Washing System	\$ 20,048 LS
Item 2 – Revisions to Kitchen Equipment	6,780 LS
Item 3 - Negative side Foundation Waterproofing	45,658 LS

Amendment No. 21**\$ 849,166 LS**Baruch College, Site "B"

Item 1 - Sixteen (16) month extension of Design Services	\$ 747,246 LS
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Item 2 - Ten (10) month full time Site observer during construction (@ \$10,192 per month)	\$ 101,920 LS
<b><u>Amendment No. 22</u></b>	<b>\$ 67,500 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
Field-related wall panel system problems, Punch window mock-up problems and Cast stone modifications	\$ 67,500 LS
<b><u>Amendment No. 23</u></b>	<b>\$ 42,784 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
Item 1 - Exterior Signage	\$ 9,216 LS
Item 2 - Review Artwork Locations	16,909 LS
Item 3 - Review A/V & Security Revisions	10,186 LS
Item 4 - Redesign 5 <sup>th</sup> Floor Rooms 5-212- & 5-213 into new President's Office	6,473 LS
<b><u>Amendment No. 24</u></b>	<b>\$ 132,667 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
BCA Historical Exhibit & Kiosk	\$ 132,667 LS
<b><u>Amendment No. 25</u></b>	<b>\$ 16,000 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
Additional Full-time field observation	\$ 16,000 LS
<b><u>Amendment No. 26</u></b>	<b>\$ 183,050 NTE</b>
<b><u>Baruch College, Site "B"</u></b>	
Extended Services	\$ 139,319 LS
Railing Modifications	19,649 LS
Additional Graphics	4,082 LS
Signage	20,000 NTE
<b><u>Amendment No. 27</u></b>	<b>\$ 60,224 LS</b>
<b><u>School of Public Affairs</u></b>	
Additional Design & Construction Services	\$ 60,224 LS
<b><u>Amendment No. 28</u></b>	<b>\$ 156,007 LS</b>
<b><u>Baruch College, Site "B"</u></b>	
Extended Services	\$ 156,007 LS
<b><u>Amendment No. 29</u></b>	
<b><u>Baruch College, Site "B"</u></b>	<b>\$ 12,000 LS</b>
Extended Services	\$ 12,000 LS
<b><u>Amendment No. 30</u></b>	
<b><u>Baruch College - Site "B"</u></b>	<b>\$ 121,358 NTE</b>
Pre Schematic	\$ 6,068 LS
Schematic	\$12,136 LS
Design Development	\$24,272 LS
Construction Documents	\$46,116 LS
Bid	\$ 6,068 LS
Construction Administration	\$26,698 NTE

<b>B. REIMBURSABLES</b>	<b>\$ 606,728 NTE</b>
<u>Original Contract</u>	<b>\$ 200,000 NTE</b>
<u>Baruch College, Site "B"</u>	
Reimbursables	<b>\$ 200,000 NTE</b>
<u>Amendment No. 1</u>	<b>\$ 14,953 NTE</b>
<u>Building "B"</u>	
Kohn Pedersen Fox	<b>\$ 3,600 NTE</b>
Castro-Blanco, Piscioneri & Associates	<b>4,550 NTE</b>
Testwell Craig	<b>6,803 NTE</b>
<u>Amendment No. 2</u>	<b>\$ 50,000 NTE</b>
<u>School Of Public Affairs</u>	
Misc. Reimbursables	<b>\$ 50,000 NTE</b>
<u>Amendment No. 3</u>	<b>\$ 44,990 NTE</b>
<u>Historic Exhibition/Kaufman Stables</u>	
Part 1- Demolition	<b>\$ 7,850 NTE</b>
Part 2 - Miscellaneous Expenses	<b>32,700 NTE</b>
Part 3 - Bidding/Con Adm. Misc.	<b>4,440 NTE</b>
<u>Amendment No. 5</u>	<b>\$ 250,000 NTE</b>
<u>Building "B"</u>	
Reproduction	<b>\$ 195,000 NTE</b>
Travel/Mockups	<b>40,000 NTE</b>
Courier	<b>10,000 NTE</b>
Telephone/Telegraph	<b>5,000 NTE</b>
<u>Amendment No. 7</u>	<b>\$ 3,999 NTE</b>
<u>Baruch College, Site "B"</u>	
Signage Miscellaneous Expenses	<b>\$ 1,532 NTE</b>
Security System Miscellaneous Expenses	<b>2,467 NTE</b>
<u>Amendment No. 8</u>	<b>\$ 6,058 NTE</b>
<u>Baruch College, Site "B"</u>	
Miscellaneous Expenses	<b>\$ 6,058 NTE</b>
<u>Amendment No. 9</u>	<b>\$ 4,273 NTE</b>
Miscellaneous Expenses	<b>\$ 4,273 NTE</b>
<u>Amendment No. 10</u>	<b>\$ 420 NTE</b>
<u>Baruch College, Site "B"</u>	
Miscellaneous Expenses	<b>\$ 420 NTE</b>
<u>Amendment No. 17</u>	<b>\$ 5,000 NTE</b>
<u>Baruch College, Site "A"</u>	
Miscellaneous Expenses	<b>\$ 5,000 NTE</b>
<u>Amendment No. 27</u>	<b>\$ 7,035 NTE</b>
<u>Baruch College – School of Public Affairs</u>	
Filing Services	<b>\$ 7,035 NTE</b>

**Amendment No. 28**

**Baruch College, Site "B"**

Miscellaneous Reimbursables

\$ 15,000 NTE  
\$ 15,000 NTE

**Amendment No. 29**

**Baruch College, Site "B"**

Miscellaneous Reimbursables

\$ 3,000 NTE  
\$ 3,000 NTE

**Amendment No. 30**

**Baruch College, Site "B"**

Miscellaneous Reimbursables

\$ 2,000 NTE  
\$ 2,000 NTE

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, **PROFESSIONAL SERVICES CONTRACT PAYMENT REQUISITION**, with accompanying backup. Only said form shall be used for reimbursement of Services.

NTE = Not to Exceed

LS = Lump Sum